



**COMMUNITY DEVELOPMENT COMMISSION/
HOUSING AUTHORITY
of the County of Los Angeles**

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March 12, 2019

The Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

2-D March 12, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

**APPROVE A CONSTRUCTION CONTRACT FOR THE RESIDENTIAL SOUND INSULATION
PROGRAM TO COMPLETE WORK IN THE UNINCORPORATED LENNOX AND ATHENS
(DISTRICT 2) (3 VOTES)**

SUBJECT

This letter recommends the award of a construction contract with S & L Specialty Contracting, Inc., to complete sound insulation improvements for up to 32 dwelling units on 18 properties in unincorporated Lennox and Athens. Approval of the contract will permit the Community Development Commission (Commission) to continue to provide sound-rated mitigation improvements that reduce the exterior noise impact for properties located within the flight path of the Los Angeles International Airport.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the sound insulation improvements are exempt from the provisions of the California Environmental Quality Act (CEQA) because the work includes activities that will not have the potential for causing a significant impact on the environment.
2. Approve and authorize the Executive Director, or her designee, to execute, amend and, if necessary, terminate a construction contract and all related documents with S & L Specialty Contracting, Inc., to complete sound insulation improvements for up to 32 dwelling units on 18 properties in unincorporated Lennox and Athens, using a total of up to \$1,151,067 in funding consisting of \$875,068 in Federal Aviation Administration (FAA) funds, \$218,767 in Los Angeles World Airports (LAWA) funds, and \$57,232 in Community Development Block Grant (CDBG) funds allocated to the Second Supervisorial District.

3. Authorize the Executive Director, or her designee, to approve contract change orders not to exceed \$115,107 (10%) for any unforeseen project costs, using the same sources of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended award of a construction contract to S & L Specialty Contracting, Inc., will provide sound insulation improvement for up to 32 dwelling units on 18 properties in unincorporated Lennox and Athens.

On February 18, 2014, your Board authorized the Commission to submit annual applications to FAA and LAWA for an Airport Improvement Program grant to implement a noise compatibility program for properties located within the flight path of Los Angeles International Airport. The FAA and LAWA subsequently approved applications and allocated a total of \$57,000,000 and \$14,250,000 million, respectively, for the Commission's Residential Sound Insulation Program. The FAA and LAWA funding sources cover specific geographic areas. Based on their geographic location, the 41 dwelling units on the 19 properties in unincorporated Lennox and Athens are eligible for FAA and LAWA sources of funding.

The residences are located within the 60 dB, 65dB and 70dB Community Noise Equivalent Levels contours and have been determined by LAWA and FAA to be severely affected and constantly exposed to noise generated from low flying aircraft. The buildings were constructed without sound-rated modifications and do not effectively reduce the exterior air traffic noise generated by the airplanes. The Commission will enter into Owner Participation Agreements with property owners for sound insulation of subject properties. Residences will be maintained habitable per housing standards during construction, and residents will receive a notice of non-displacement.

Authority is requested to reduce the scope of work and associated monetary amount of the contract in the event that any of the property owners decline to participate in the program prior to or after the award of the contract.

The proposed contract will provide for the following improvements: replacement of all windows and doors; installation of heat ventilation and air conditioning systems; upgrade of electrical panes; and completion within 115 calendar days following the Notice to Proceed.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The estimated cost of the improvements is \$1,151,067 and will be funded with \$857,068 in FAA, \$218,767 in LAWA and \$57,232 in CDBG funds. A 10% contingency, for \$115,107, is being set aside for unforeseen costs, using 80% FAA and 20% LAWA funds.

Funds for this project are included in the Commission's approved Fiscal Year 2018-2019 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The improvements are being federally funded, and the contractors will comply with Section 3 of the Housing and Community Development Act of 1968, which requires that employments and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.35 (a)(3)(i) and (ii), approval of the contract is excluded from the National Environmental Policy Act because it involves activities that will not alter existing environmental conditions. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines Section 15301 because the activities involve negligible or no expansion of existing uses.

Properties funded through this program will be reviewed and approved on a site-by-site basis prior to the commencement of any work under these contracts.

CONTRACTING PROCESS

On November 29, 2018, the Commission initiated an outreach to 566 contractors from the Commission's vendor list of general B-licensed contractors to complete the sound insulation work. Advertisements also appeared in the Dodge Construction News and on the Commission and County WebVen websites.

The Commission received a total of three bids in response to the outreach for the contracts. Each of the bids received was formally opened and evaluated. S & L Specialty Contracting, Inc. was the most responsive bidder and is being recommended for this contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the construction contracts will reduce the exterior noise impact for up to 32 households in unincorporated Lennox and Athens.

Respectfully submitted,



MONIQUE KING-VIEHLAND

Executive Director

MKV:LK:lp

Enclosures

Attachment A

Summary of Outreach Activities

On November 29, 2018, the Commission initiated outreach to identify contractors to complete sound insulation improvements in 32 units on 18 properties in unincorporated Lennox and Athens.

A. Invitation for Bids Advertising

An announcement appeared in the Dodge Construction News.

An announcement was also posted on the Commission's and County WebVen websites.

B. Distribution of Bid Packages

The Commission's vendor list was used to email notifications to 556 Class B licensed contractors. As a result of the outreach, 35 bid packages were downloaded by Class B licensed contractors.

C. Pre-Bid Conference and Site Walk

On December 6, 2018, a mandatory pre-bid conference was conducted. Due to rain, the site walk was postponed until December 11, 2018.

D. Bid Results

On December 20, 2018, three (3) bids were received and formally opened. The bid results were as follows:

Group 137

<u>Company</u>	<u>Bid Amount</u>
S & L Specialty Contracting, Inc.	\$1,151,067
Harry H. Joh Construction	\$1,187,031
Karabuild Development, Inc.	\$1,383,935

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
S & L Specialty Contracting, Inc.	Non-Minority	Total: 33
	No County certification	25 Minority
		0 Female
		76% Minority
		0% Female

F. Minority/Female Participation – Contractors Not Selected

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Harry H. Joh Construction, Inc.	Minority	Total: 30
	No County certification	26 Minority
		1 Female
		87% Minority 3% Female
Karabuild Development, Inc.	Non-Minority	Total: 7
	No County certification	3 Minority
		1 Female
		43% Minority 14% Female

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspaper to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommendation award of the contracts is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color or gender.

**CONSTRUCTION CONTRACT
FOR THE RESIDENTIAL SOUND INSULATION PROGRAM**

This CONSTRUCTION CONTRACT, hereinafter referred to as "CONTRACT," is made this day of March, 2019, by and between the Community Development Commission of the County of Los Angeles, a public body corporate and politic, hereinafter referred to as the "COMMISSION", and S & L Specialty Construction, Inc., hereinafter referred to as the "CONTRACTOR".

RECITALS

WITNESSETH, that the COMMISSION and the CONTRACTOR, for the consideration stated herein, mutually agree as follows:

A. WHEREAS, the COMMISSION has established a Residential Sound Insulation Program (RSIP) using grant funds available from the Los Angeles World Airport and the U.S. Federal Aviation Administration to provide for sound insulation of residential dwellings impacted by the Los Angeles International Airport.

B. The term "Work", includes performance, as set forth in the Contract Documents by the CONTRACTOR, in and upon the real properties located throughout unincorporated Los Angeles County and listed in Exhibit "A", hereinafter referred to as "Project Site".

C. The COMMISSION and the Owners of the real properties listed in Exhibit "A", hereinafter referred to as the PROPERTY OWNER have executed an Owner's Participation Agreement and desire the CONTRACTOR to perform the Work under the terms and conditions hereinafter set forth, and CONTRACTOR agrees to perform said Work under the terms and conditions set forth below.

TERMS AND CONDITIONS

ARTICLE 1 - CONSTRUCTION CONTRACT

1.1. CONSTRUCTION DOCUMENTS

The CONTRACT means and includes all of the "Contract Documents". The Contract Documents which form the CONTRACT are incorporated herein by this reference and are made a part of this CONTRACT as if fully set forth herein. The Contract Documents consist of the following component parts:

PART A	Instructions to Bidders
PART B	Specifications
PART C	Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder
DRAWINGS	
ADDENDA	No. 1 Dated: December 13, 2018 No. 2 Dated: December 17, 2018

ARTICLE 2 - STATEMENT OF WORK

2.1. LABOR, MATERIAL, EQUIPMENT AND SERVICES

The CONTRACTOR shall furnish all labor, material, equipment and services, and perform and complete all Work required for the Project identified as a residential rehabilitation for the COMMISSION and the PROPERTY OWNER.

2.2. PROFESSIONAL WORKMANSHIP

CONTRACTOR agrees to perform in a professional workmanlike manner, to the satisfaction of the COMMISSION's Executive Director and his designees, all work as described in the Contract Documents herein before mentioned. All such Work shall be in strict accordance with the specifications and drawings, identified as Part B and Part C of the Contract Documents incorporated herein by this reference.

2.3. DATA IN CONTRACT DOCUMENTS

Data provided in the Specifications, Drawings and Scope of Work is believed to actually depict the conditions to be encountered by the CONTRACTOR, but the COMMISSION and the PROPERTY OWNER do not guarantee such information as being all-inclusive or complete in any respect. Nothing contained herein shall relieve CONTRACTOR from making any and all investigations through non-destructive observation of the Project Site, that is reasonably necessary to apprise him/herself of the condition of the Project Site. CONTRACTOR hereby accepts the Project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this CONTRACT, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

3.1. COMMENCEMENT AND COMPLETION

The Work to be performed under this CONTRACT shall be commenced on or before the date specified in the Notice to Proceed, or if no date is specified, the work shall be commenced within ten (10) days after a Notice to Proceed is received by the CONTRACTOR. The work shall be completed within the time stated in the Notice to Bidders.

3.2. LIQUIDATED DAMAGES

Execution of the CONTRACT shall constitute agreement by the COMMISSION and CONTRACTOR that \$1,500 per day is the minimum value of the costs and actual damage caused by the failure of the CONTRACTOR to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as penalty, and may be deducted from payments due the CONTRACTOR if such delay occurs.

For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in section 4.29 titled PROGRESS SCHEDULE listed under the subsection titled DELAYS AND EXTENSION OF CONTRACT TIME, the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his or her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
1. Per Unit	\$300/day/parcel	10-days/unit
2. Contract	\$1,500/day	Per Article 3.2 of the Construction Contract

The maximum construction time allowed for Schedules **120** will be the sum of the time allowed for individual schedules but not more than **180** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract. [AC 150/5370-10G, 80-08].

3.3. WITHHOLDING

The COMMISSION may withhold, or cause to be withheld, from any monies payable on account of Work performed by the CONTRACTOR or subcontractor any accrued liquidated damages.

ARTICLE 4 - CONTRACT SUM

4.1. CONTRACT SUM

The COMMISSION shall pay the CONTRACTOR for the performance of the CONTRACT subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of One Million One Hundred Fifty One Thousand One Hundred Twelve Dollars and Zero Cents (\$1,151,112.00). The CONTRACTOR represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, the higher of the Federal and State wages applicable to this contract.

4.2. TAXES

The Contract Sum set forth herein includes the payment by the CONTRACTOR of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.

4.3. ESCALATION

The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied their self with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this CONTRACT.

4.4. FISCAL OBLIGATION AND NON-APPROPRIATION NOTICE

Subject to funding availability, the COMMISSION's obligation is payable only from Los Angeles World Airport, Federal Aviation Administration and Community Development Block Grant funds, or other authorized funds appropriated specifically for the purpose of this CONTRACT. All funds are appropriated every fiscal year beginning July 1. In the event this CONTRACT extends into the succeeding fiscal year and funds have not been appropriated, this CONTRACT will automatically terminate as of June 30 of the current fiscal year. The COMMISSION will endeavor to notify the CONTRACTOR in writing within ten days of receipt of the non-appropriation notice.

ARTICLE 5 - PROGRESS PAYMENTS

5.1. PROGRESS PAYMENTS

Based upon applications for payment submitted by the CONTRACTOR to the COMMISSION, the COMMISSION shall make progress payments on account of the Contract Sum to the CONTRACTOR, as provided in the PART A of the Contract Documents incorporated by reference herein.

The COMMISSION will maintain a holding account for the Grant amount to cover the CONTRACT price. Payments to the CONTRACTOR will be drawn down from this account.

5.2. PAYMENT TIMEFRAME

Approved applications for progress payments will be paid in accordance with the COMMISSION's standard policy of net thirty (30) days. Applications for payment must be submitted to the COMMISSION with all supporting documentation for review and approval. Payment shall be subject to all provisions of Part A Section 4.00 General Conditions, Item 40 – Compensation; and Part B Section 01310-3 Item 3.9 - Progress Payments, of Contract Documents incorporated herein by reference.

5.3. LABOR COMPLIANCE WITHHOLDING

The CONTRACTOR and each Subcontractor shall submit all required Labor Compliance forms to the COMMISSION before the start of construction. The CONTRACTOR shall submit to the COMMISSION all of its payrolls for each pay period within seven (7) days after the pay period has ended. The CONTRACTOR shall also collect, review and submit to the COMMISSION all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. CONTRACTOR's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this CONTRACT and entitles the COMMISSION to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the CONTRACTOR to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this CONTRACT which may result in the COMMISSION terminating the CONTRACT for default.

ARTICLE 6 - PROJECT CLOSEOUT

6.1. OWNERSHIP UPON PROJECT COMPLETION

All materials shall become the property of the PROPERTY OWNER upon completion of the Work and final inspection by the COMMISSION. General maintenance of doors, windows and all other items, and their replacement beyond expiration of manufacturer's warranty shall be the responsibility of the PROPERTY OWNER.

6.2. NOTICE OF COMPLETION

A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this CONTRACT have been satisfied. The COMMISSION shall initiate the notice and ensure said notice is recorded by the CONTRACTOR with the County Recorder.

6.3. FINAL PAYMENT

Upon issuance of a Notice of Completion, final payment shall be made to the CONTRACTOR of the entire unpaid balance of the Contract Sum, including any sums due to the CONTRACTOR for changes in the Work approved by the COMMISSION pursuant to Part A and B of the Contract Documents (incorporated herein by reference), less any amounts that the COMMISSION is entitled to receive from the CONTRACTOR under the terms of this CONTRACT, less the five (5) percent retention and any disputed labor amounts, pursuant to Part A and B of the Contract Documents (incorporated herein by reference).

6.4. GUARANTIES AND WARRANTIES, WAIVER AND LIEN RELEASES AND INSPECTOR VERIFICATION

In addition to all other requirements, a Notice of Completion shall be issued only when the COMMISSION has received the following:

- 6.4.1. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. The CONTRACTOR guarantees that any equipment, materials, and workmanship not otherwise covered by the warranty, will be free from defects in materials and workmanship for a period of one year following the date of final acceptance of the Project.
- 6.4.2. The waiver and release of all liens, claims of liens, or stop notice rights of the CONTRACTOR and all subcontractors, and the CONTRACTOR's Warranty Certificate and Lien Release.
- 6.4.3. Verification from the COMMISSION's Construction Management Inspector that CONTRACTOR has acceptably completed the work and removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the Project Site. If the CONTRACTOR has failed to remove any of such items, the COMMISSION may remove such items, and the CONTRACTOR shall pay the COMMISSION for all costs incurred in connection with such removal.
- 6.4.4. The building permit card with the final approval from the Building and Safety Department and hazardous waste manifest from certified disposal site.

6.5. SETTLEMENT OF ALL CLAIMS, DISPUTES, FINAL ACCEPTANCE NOTIFICATION AND RETENTION RELEASE

Thirty days after recordation of the Notice of Completion, the COMMISSION shall settle all claims and disputes, notify the CONTRACTOR of final acceptance of the Project, and release the retention of the entire unpaid balance of the Contract Sum, less any amounts which the COMMISSION is entitled to receive from the CONTRACTOR under the terms of this CONTRACT, including liquidated damages.

ARTICLE 7 - BREACH AND TERMINATION

7.1. WAIVER

Waiver by the COMMISSION of any breach of this CONTRACT shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective work or improper materials.

7.2. TERMINATION

In addition to any right of termination reserved to the COMMISSION by the Contract Documents, the COMMISSION may terminate this CONTRACT or performance under this CONTRACT, if the CONTRACTOR is adjudged bankrupt, a receiver is appointed because of the CONTRACTOR's insolvency, or the CONTRACTOR makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the Project in accordance with the Scope of Work, or otherwise substantially violates any provision of the CONTRACT.

7.3. TERMINATION FOR CAUSE

This CONTRACT may be terminated by the COMMISSION upon written notice to the CONTRACTOR for just cause (failure to perform satisfactorily any of the CONTRACT terms, conditions, and work items) with no penalties incurred by the COMMISSION upon termination

or upon the occurrence of any of the following events specified in the following subsections 7.3.1, 7.3.2 OR 7.3.3.

- 7.3.1. Should the CONTRACTOR fail to perform all or any portion of the Work required to be performed hereunder in a timely and professional workmanlike manner or properly carry out the provisions of this CONTRACT in its true intent and meaning, then in such case, notice thereof in writing will be served upon the CONTRACTOR, and should the CONTRACTOR neglect or refuse to provide a means for satisfactory compliance with this CONTRACT and with the direction of the COMMISSION within the time specified in such notice, the COMMISSION shall have the power to suspend or terminate the operations of the CONTRACTOR in whole or in part.
- 7.3.2. Failure on the part of the CONTRACTOR to procure or maintain insurance required by this CONTRACT shall constitute a material breach of the CONTRACT upon which the COMMISSION may immediately terminate this CONTRACT.
- 7.3.3. Should the CONTRACTOR fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this CONTRACT, or if the Work to be done under said CONTRACT is abandoned for more than (3) three days by the CONTRACTOR, then notice of deficiency thereof in writing will be served upon CONTRACTOR by the Contracting Officer of the Housing Development and Preservation Division. Should the CONTRACTOR fail to comply with the terms of said CONTRACT within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of COMMISSION shall have the power to suspend or terminate the operations of the CONTRACTOR in whole or in part.
- 7.3.4. In the event that a petition of bankruptcy shall be filed by or against the CONTRACTOR.
- 7.3.5. If, through any cause, the CONTRACTOR shall fail to fulfill, in a timely and proper manner, the obligations under this CONTRACT, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this CONTRACT, the COMMISSION shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this CONTRACT shall, at the option of the COMMISSION become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

7.4. TERMINATION FOR CONVENIENCE

The COMMISSION reserves the right to cancel this CONTRACT for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

7.5. WRITTEN NOTICE PRIOR TO TERMINATION

The COMMISSION shall give the CONTRACTOR and its surety written notice prior to terminating this CONTRACT or performance under this CONTRACT, pursuant to the Contract Documents, provided that the CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the Project. Upon termination, the COMMISSION may take possession of the Project and all materials, equipment, tools, and construction equipment and machinery owned by the

CONTRACTOR and located at the Project Site, and may finish the Project by whatever method it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment under this CONTRACT.

The Contractor shall be considered in default of his or her contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Engineer consider the Contractor in default of the contract for any reason above, the contracting officer shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the Engineer of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess. [AC 150/5370-10G, 80-09].

7.6. WAIVING OF COMMISSION'S OTHER RIGHTS AND REMEDIES

The COMMISSION shall not be deemed to have waived any of its other rights or remedies against the CONTRACTOR by exercising its right of termination under this Article.

7.7. TERMINATION FOR IMPROPER CONSIDERATION

The COMMISSION may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR, to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COMMISSION officer, employee or agent with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment or extension of the CONTRACT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the CONTRACT. In the event of such termination, the COMMISSION shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a COMMISSION officer or employee to solicit such improper consideration. The report shall be made to the Executive Director of the COMMISSION or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.8. COMMISSION'S QUALITY ASSURANCE PLAN

The COMMISSION will evaluate CONTRACTOR's performance under this CONTRACT on not less than a weekly basis. Such evaluation will include assessing CONTRACTOR's compliance with all CONTRACT terms and performance standards. CONTRACTOR deficiencies which the COMMISSION determines are severe or continuing and that may place performance of the CONTRACT in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the COMMISSION and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COMMISSION may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

7.9. NON-PAYMENT AFTER EXPIRATION OR TERMINATION

CONTRACTOR shall have no claim against the COMMISSION or a PROPERTY OWNER for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this CONTRACT. Should CONTRACTOR receive any such payment, it shall immediately notify the COMMISSION and shall immediately repay all such funds to the COMMISSION. Payment by the COMMISSION for services rendered after expiration/termination of this CONTRACT shall not constitute a waiver of the COMMISSION's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this CONTRACT.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1. COMPLIANCE WITH GOVERNMENT REQUIREMENTS

CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should CONTRACTOR become aware that any provision of the CONTRACT is at variance with any such rule, law, regulation, ordinance or order, they shall promptly give notice in writing to the COMMISSION of such variance.

8.2. SEVERANCE

It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this CONTRACT are severable, and if any phrase, clause, sentence, paragraph or section of this CONTRACT shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or un-enforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this CONTRACT.

8.3. INFORMATION IN DRAWINGS AND SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

8.4. SITE ACCESS

The PROPERTY OWNER through the executed Owner's Participation Agreement has agreed to allow the COMMISSION's staff, its consultants, project managers, agents, or other designees to enter the owner's property for the purposes of conducting surveys to determine appropriate revitalization methods for the owner's property, and to conduct pre- and post-construction condition surveys. PROPERTY OWNER further agreed to provide access throughout the period of construction and for reasonable periods thereafter to inspect the condition of the Work and to allow the COMMISSION staff, its consultants, contractors, project managers, agents, or other designees and subcontractors access to the residential structure(s) located on the OWNER'S PROPERTY between the hours of 7:00 a.m. and 5:00 p.m. on Monday through Friday or at any time upon twenty four (24) hours notice being given by COMMISSION or COMMISSION's contractors to PROPERTY OWNER. The CONTRACTOR will make every attempt to keep the PROPERTY OWNER informed about the overall project schedule so that disruption in PROPERTY OWNER's routines will be kept to a minimum. The CONTRACTOR agrees to contact the PROPERTY OWNER twenty four (24) hours in advance to set up appointments necessary to complete the Work.

ARTICLE 9 - CONTRACTOR APPROVAL

9.1. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that the COMMISSION, has established a goal of ensuring that all individuals who benefit financially from County or COMMISSION through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the COMMISSION's Child Support Compliance Program and without limiting CONTRACTOR's duty under this CONTRACT to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 9.1, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this CONTRACT. Without limiting the rights and remedies available to the COMMISSION under any other provision of this CONTRACT, failure to cure such default within ninety (30) days of notice shall be grounds upon which the COMMISSION may terminate this CONTRACT pursuant to Paragraph 7.3, "Termination for Cause," and pursue debarment of the CONTRACTOR, pursuant to COMMISSION Policy.

9.3. POST MOST WANTED PARENTS LIST

CONTRACTOR acknowledges that COMMISSION places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COMMISSION's policy to strongly encourage COMMISSION contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. The Child Support Services Department will supply the CONTRACTOR with the poster to be used.

ARTICLE 10 - ADDITIONAL PROVISIONS

10.1. LAWS OF CALIFORNIA

This CONTRACT and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

10.2. EMPLOYEES OF CONTRACTOR

Workers' Compensation: CONTRACTOR understands and agrees that all persons furnishing services to the COMMISSION pursuant to this CONTRACT are, for the purposes of workers' compensation liability, employees solely of CONTRACTOR. CONTRACTOR shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the COMMISSION under this CONTRACT.

Professional Conduct: The COMMISSION does not and will not condone any act, gestures, comments or conduct from the CONTRACTOR's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The COMMISSION will properly investigate all charges of harassment by residents, employees or agents of the COMMISSION against any and all CONTRACTOR's employees, agents or subcontractors providing services for the COMMISSION. The CONTRACTOR assumes all liability for the actions of the CONTRACTOR's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the CONTRACTOR.

10.3. INSURANCE

In order for the Contractor to meet its obligations and insure its continuance, the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los

Angeles ("County"), and each of their agents, officers, officials and employees herein collectively referred to as the "Public Agencies", require that prior to the execution of this Contract, the Contractor must provide evidence that all insurance requirements have been met. Without limiting the Contractor's duties to indemnify and defend as provided in this Contract, the Contractor shall procure and maintain, at the Contractor's sole expense, the insurance policies described herein.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier: **S & L Specialty Construction, Inc.**

10.3.1 ACCEPTABILITY OF INSURERS

Each insurance policy identified herein shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Approved Surplus Line Insurers (hereinafter "LASLI"). Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:XVII, unless otherwise acceptable to the Entity.

10.3.2 VERIFICATION OF COVERAGE

The Contractor shall furnish the Commission with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Commission before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Commission reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time.

The Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance and each year thereafter during the term of this Contract, policy declarations and original endorsements evidencing the insurance coverage required. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time including endorsements required by these specifications. Said insurance shall be in a form acceptable to the Commission and all deductible amounts must be provided in advance to the Commission for its approval.

Each insurance policy shall be endorsed to stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy required herein. The Contractor shall give the Commission immediate notice of any insurance claim or loss, which may be covered by insurance.

10.3.3 SELF-INSURED RETENTIONS

Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, the Contractor agrees that it will defend, indemnify and hold harmless the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles, County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. The Commission may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Contractor.

10.3.4 PRIMARY AND NON-CONTRIBUTORY COVERAGE

The insurance policies set forth herein shall be primary insurance and non-contributory with respect to the Commission, Housing Authority and County. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance; primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, Housing Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.3.5 WAIVER OF SUBROGATION

The insurance policies shall contain a waiver of subrogation for the benefit of the Commission and Housing Authority. The Contractor hereby grants to the Commission and Housing Authority a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the Commission or Housing Authority by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission or Housing Authority has received a waiver of subrogation endorsement from the insurer.

10.3.6 INSURANCE COMPLIANCE

Failure on the part of the Contractor, and/or any entities with which the Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission or Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. The Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

10.3.7 RELEASE OF LIABILITY

Without affecting any other rights or remedies, the Contractor hereby releases and relieves each the Commission, Housing Authority, and the County and waives its entire right to recover damages (whether in contract or in tort) against the Commission or Housing Authority, for loss or damage to property arising out of or incident to the perils required to be insured against under this section. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required or by any deductibles applicable thereto. The Contractor agrees to have its respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against the Commission, Housing Authority, and County.

10.3.8 SUBCONTRACTORS

The Contractor shall require and verify that all subcontractors with which Contractor contracts, shall maintain insurance meeting all the requirements stated herein. The Contractor shall verify and ensure that the Commission and Housing Authority is named an additional insured on insurance, endorsements and waivers required from subcontractors in relation to the property or project that is the subject of this Contract. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10.3.9 CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work/services.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the Contract of work/services.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of Contract work/services.

10.3.10 SPECIAL RISKS OR CIRCUMSTANCES

The Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10.3.11 MINIMUM SCOPE AND LIMITS OF INSURANCE:

The following insurance policies shall be maintained by the Contractor and any entity with which the Contractor contracts for the duration of this Contract, unless otherwise set forth herein. Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY INSURANCE:** (written on ISO policy form CG 00 01 or its equivalent) covering CGL on an "Occurrence" basis, including products and completed operations, coverage for bodily injury, personal injury, property damage, and contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed/Ongoing Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

A.1 **Additional Insured Endorsement:** The Commission, Housing Authority, the County, its officers, officials, employees, agents and volunteers ("Public Agencies and their Agents"), shall be named and covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

A.2 **Primary and Non-contributory Endorsement:** The insurance policies set forth herein shall contain an endorsement providing primary and non-contributory insurance coverage with respect to the Commission, Housing Authority and County.

A.3 **Products, Completed and Ongoing Operations Endorsement:**
The insurance policies set forth herein shall contain an endorsement providing Products, Completed and Ongoing Operations insurance coverage with respect to the Commission, Housing Authority and County.

A.4 **Waiver of Subrogation:** The insurance policies shall contain a waiver of subrogation for the benefit of the Commission, Housing Authority and County.

B. **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY,** insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Commission, Housing Authority, County and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

B.1 **Waiver of Subrogation:** The insurance policies shall contain a waiver of subrogation for the benefit of the Commission, Housing Authority and County.

C. **AUTOMOBILE LIABILITY INSURANCE** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

- D. **CRIME/FIDELITY INSURANCE**, including coverage against loss of money, securities, inventory or other property. This insurance shall provide coverage for alleged employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting, and other criminal acts with limits in amounts not less than indicated below:

Employee Theft Coverage	\$1,000,000
Forgery Coverage	\$1,000,000
Client Coverage	\$1,000,000

- D.1 **Loss Payee Endorsement:** The Commission, Housing Authority and their Agents shall be named as loss payees on such policy. Policy shall be endorsed to included theft loss to a third party.

- E. **POLLUTION LIABILITY INSURANCE** and or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage with limits of not less than the following:

General Aggregate	\$1,000,000
Completed Operations	\$1,000,000
Each Occurrence	\$500,000

Said policy shall also include, but not be limited to coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The Commission, Housing Authority, County and their Agents shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all of the following requirements:

- (i) The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the Work;
- (ii) Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the Work, whichever is greater;
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the contractor must purchase an extended period coverage for a minimum of five (5) years after completion of Work;
- (iv) A copy of the claims reporting requirements must be submitted to the Housing Authority for review; and
- (v) If the Work involves lead based paint or asbestos identification/remediation, then the Contractors Pollution Liability shall not contain any lead-based paint

or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and definition of "Pollution" shall include microbial matter including mold.

10.4. INDEMNIFICATION:

The Contractor ("Indemnitor") shall indemnify, defend and hold harmless the Property Owner, the Community Development Commission of the County of Los Angeles, Housing Authority of the County of Los Angeles, the County of Los Angeles and each of their elected and appointed officers, officials, representatives, employees, successors, assigns, predecessors, lenders, accountants, attorneys, and agents (each an "Indemnitee") from and against any and all liability, demands, damages, claims, causes of action, judgments, awards, expenses, and fees (including reasonable attorneys', experts' and consultants' fees) including, but not limited to, claims for bodily injury, property damage, loss of income, pain and suffering, emotional and psychological distress, and death, that arises from, pertains to, or relates to (whether in whole or in part) the acts, errors, or omissions of Indemnitor, Indemnitor's agent(s), representative(s), employee(s), or any third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) in connection with the performance of Indemnitor's obligations under this Contract (collectively, the "Indemnified Liabilities"). If Indemnitor is a "design professional" within the meaning of *Civil Code* § 2782.8, Indemnitor shall only be required to indemnify and defend Indemnitee to the extent that the claims arise from, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Indemnitor. Notwithstanding anything to the contrary, Indemnitor shall only be required to indemnify a particular Indemnitee to the extent that the Indemnified Liabilities was not caused by the sole negligence, active negligence or willful misconduct of that Indemnitee. Indemnitor agrees to require each and every third party with whom Indemnitor directly contracts with (or for whom Indemnitor is otherwise legally responsible for) to be considered an additional "Indemnitor" under this provision and to separately agree to indemnify, defend, and hold harmless each Indemnitee for the work, materials, and services provided by that third party as required under this provision. The parties intend for this provision to not violate any applicable laws (including *Civil Code* §§ 2782 *et. seq.*) and, to the fullest extent permitted by law, this provision shall be interpreted in such a manner. In the event of a conflict between this provision and any other provision in this Contract or any other contract between Indemnitor and Indemnitee, this provision shall govern. This provision shall survive the termination or expiration of the Contract and will continue to remain in full force and effect for ten years from substantial completion of Indemnitor's services, work, or provision of materials, or until all applicable statutes of limitations for the Indemnified Liabilities have expired, whichever is longer.

Following completion of the Work and final inspection by the COMMISSION, the Work will remain under warranty from the CONTRACTOR to the PROPERTY OWNER for a period of one (1) year, after which time the Work will be the sole responsibility of the PROPERTY OWNER. PROPERTY OWNER recognizes that if a defect is detected within any applicable warranty period, such defect shall be communicated to the CONTRACTOR and to the COMMISSION as soon as practicable. PROPERTY OWNER agrees that only the CONTRACTOR shall be responsible to correct defective Work. All manufacturer's warranties and guarantees will be provided to the PROPERTY OWNER, and if any materials have a warranty extending beyond one year, then PROPERTY OWNER shall be entitled to such warranty as is applicable.

The Indemnitor shall indemnify, defend, and hold harmless the Indemnitee from any and all liability for any actions taken in connection with hazardous materials or substances or from any

occurrence relating to relocation during abatement of hazardous materials or substances presently on the Property or discovered on the Property during the course of the Work.

The Indemnitor shall indemnify, defend, and hold harmless the Indemnitee from any and all claims, liabilities, damages and losses arising from Work performed by Indemnitor, including work performed by any and all subcontractors, material-men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the Work under this CONTRACT and arising from the condition of the Property existing on the date of commencement of the Work, and from any claims, liabilities, damages, and losses for workers' compensation arising from the performance of the work under this CONTRACT by the Indemnitor or any subcontractor. It is understood that the employees of the Indemnitor are not agents or employees of the Indemnitee.

10.5. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 10.6–10.13, inclusive, 10.21-10.22, inclusive and 10.29-10.31, inclusive.

The CONTRACTOR must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this CONTRACT.

10.6. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

10.7. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS)

Title VI provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10.8. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10.9. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this CONTRACT on the basis of age or with respect to an otherwise qualified handicapped individual.

10.10. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS, SUBCONTRACTORS, AND CONTRACTORS)

During the performance of this CONTRACT, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination/rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided to the agency contracting officer, advising the labor union or workers' representatives of the CONTRACTOR's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The CONTRACTOR will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the CONTRACT or with any of such rules, regulations or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONTRACTOR will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting

agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10.11. PREVAILING WAGE REQUIREMENTS

This construction project is funded with public funds. Federal Labor Standards Provisions (HUD 4010), including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. State Labor Law requirements and California Labor Code Section 1770 et seq. will also be enforced. Whenever a discrepancy between Federal Regulations and State Law is found to exist, the more stringent of the two shall prevail. FEDERAL Wage Decision CA180028 Modification 20 Dated 11/02/2018 and the STATE RESIDENTIAL Prevailing Wage Determination assigned to this project at the time of bidding is applicable to this contract. A copy of the applicable wage rates with the project name will be provided with this contract. In the absence of a State Residential Prevailing Wage rate of an applicable classification, please refer to the Directors General Prevailing Determination at the Department of Industrial Relations website (www.dir.ca.gov). The HIGHER of the FEDERAL and STATE rates must be paid to all employees working at the project site(s) throughout the duration of the project. Compare the classification you need between the Federal and State wage, the higher of those two wages is applicable and must be paid to each employee working in that classification.

10.12. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED

- 10.12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 10.12.2. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 10.12.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- 10.12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- 10.12.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- 10.12.6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- 10.12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

10.13. LOBBYIST ORDINANCES

Federal Lobbyist Requirements: The CONTRACTOR is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The CONTRACTOR must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and /or subcontractors acting on behalf of the CONTRACTOR will comply with the Lobbyist Requirements.

Failure on the part of the CONTRACTOR or persons/ subcontractors acting on behalf of the CONTRACTOR to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

10.14. ACCESS AND RETENTION OF RECORDS

Access will be provided to the COMMISSION, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the

specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR is required to retain the aforementioned records for a period of five years after the Project is completed and accepted by COMMISSION and other pending matters are closed.

The CONTRACTOR shall provide access to the COMMISSION, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this CONTRACT for the purpose of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR is required to retain the aforementioned records for a period of five years after the COMMISSION pays final payment and other pending matters are closed under this CONTRACT.

10.15. CONFLICT OF INTEREST

The CONTRACTOR represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this CONTRACT, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the COMMISSION. Upon execution of this CONTRACT and during its term, as appropriate, the CONTRACTOR shall upon written request, disclose in writing to the COMMISSION, any other contractual or employment during the term of this CONTRACT by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the COMMISSION's interest and the interests of the third parties.

10.16. SUBCONTRACTING

The CONTRACTOR may subcontract only those specific portions of the work allowed in the original specifications covered by this CONTRACT with prior written approval by the COMMISSION, which the COMMISSION, at its sole and absolute discretion, may withhold.

The CONTRACTOR shall not subcontract any portion of work covered by this CONTRACT or permit subcontracted work to be further subcontracted without prior written approval by the COMMISSION, which the COMMISSION, at its sole and absolute discretion, may withhold.

10.17. ASSIGNMENT

This CONTRACT or any provision there of or any right or obligation arising hereunder, may not be assigned by the CONTRACTOR except with prior written consent of the Executive Director of the COMMISSION, or his designee, which consent at the COMMISSION's sole and absolute discretion may be withheld. However, the COMMISSION reserves the right to assign this CONTRACT another public agency without the consent of the CONTRACTOR.

10.18. CONFIDENTIALITY OF REPORTS

The CONTRACTOR shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the COMMISSION.

10.19. SEVERABILITY

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the CONTRACT and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.20. SAFETY STANDARDS AND ACCIDENT PREVENTION

The CONTRACTOR, at its sole cost and expense, shall comply with all applicable Federal, state and local laws governing safety, health and sanitation for work of the type set forth in this CONTRACT. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions, reasonably necessary to protect the life and health of employees on the job, the general public, and to protect property in connection with the performance of this CONTRACT.

10.21. DRUG FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The CONTRACTOR certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.22. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

10.23. COPYRIGHT

No reports, maps, designs, or other documents produced in whole or in part under this CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR. All documents become the property of the COMMISSION and the COMMISSION holds all the rights to said data. CONTRACTOR acknowledges and represents that all reports, maps, designs, and other documents produced pursuant to this CONTRACT shall be owned by the COMMISSION and CONTRACTOR shall have no copyrights, patents, trademarks, or any other intellectual property rights in such work. All work rendered under this CONTRACT shall be a "Work for Hire" as defined by the United States Copyright Office.

10.24. INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the COMMISSION, or under COMMISSION supervision or control. This CONTRACT is by and between the CONTRACTOR and the COMMISSION, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the COMMISSION and the CONTRACTOR.

10.25. WAIVER

No breach of any provision hereof can be waived unless in writing and signed by all parties. No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

10.26. NOTICES

COMMISSION shall provide CONTRACTOR with notice of any injury or damage arising from or connected with services rendered pursuant to this CONTRACT to the extent that COMMISSION has actual knowledge of such injury or damage. COMMISSION shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

All notices given under this Contract shall be in writing and shall be given by facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

The COMMISSION: Lynn Katano, Acting Director
Housing Investment and Finance Division
Community Development Commission
700 W. Main Street
Alhambra, CA 91801
Fax No.: (626) 943-3818

The CONTRACTOR: Donald J. McMasters, Jr., President
S & L Specialty Construction, Inc.
315 S. Franklin Street
Syracuse, NY 13202
(315) 478-9746

Notices shall be effective upon receipt, if faxed, provided there is written confirmation of receipt (except that if delivered after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three business days after deposit with United States Mail, or (ii) the date of actual receipt as evidence by the return receipt, if delivered by certified mail; or one (1) day after deposit with the delivery service, if delivered overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this CONTRACT.

10.27. INTERPRETATION

No provision of this CONTRACT is to be interpreted for or against the parties because that party or that party's legal representative drafted such provision, but this CONTRACT is to be construed as if it were drafted by both parties hereto.

10.28. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the COMMISSION to conduct business only with responsible contractors.

10.28.1. The CONTRACTOR is hereby notified that if the COMMISSION acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COMMISSION may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding on COMMISSION contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COMMISSION.

- 10.28.2. The COMMISSION may debar a Contractor if the Board of Commissioners finds, in its discretion, that the CONTRACTOR has done any of the following: (i) violated any term of a contract with the COMMISSION, (ii) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COMMISSION or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (iii) committed an act or offense which indicates a lack of business integrity or business honesty, or (iv) made or submitted a false claim against the COMMISSION or any other public entity.
- 10.28.3. If there is evidence that the CONTRACTOR may be subject to such debarment, the COMMISSION will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 10.28.4. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred from bidding on COMMISSION contracts, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 10.28.5. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 10.28.6. These terms shall also apply to subcontractors of COMMISSION contractors.

10.29. COMPLIANCE WITH JURY SERVICE PROGRAM

- 10.29.1. Unless CONTRACTOR has demonstrated to the COMMISSION's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program or that CONTRACTOR qualifies for an exception to the Jury Service Program, CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- 10.29.2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COMMISSION or a subcontract with a COMMISSION contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COMMISSION contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40)

hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COMMISSION, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COMMISSION under the CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

10.29.3. If CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify the COMMISSION if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COMMISSION may also require, at any time during the CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to the COMMISSION's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

10.29.4. CONTRACTOR's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, the COMMISSION may, in its sole discretion, terminate the CONTRACT and/or bar CONTRACTOR from the award of future COMMISSION contracts for a period of time consistent with the seriousness of the breach.

10.30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

10.31. CONTRACTOR'S ACKNOWLEDGEMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COMMISSION places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COMMISSION's policy to encourage all COMMISSION contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the CONTRACTOR with the poster to be used.

10.32. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

10.33 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.30, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

10.34. ENTIRE CONTRACT

This CONTRACT with exhibits and attachments constitutes the entire understanding and agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of all parties. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT through their duly authorized officers this day of March, 2019.

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

CONTRACTOR
S & L SPECIALTY CONSTRUCTION, INC.

By: _____
MONIQUE KING-VIEHLAND,
EXECUTIVE DIRECTOR

By: _____
Donald J. McMasters, Jr.
Title: _____ President

License #: _____ 1027990

APPROVED AS TO FORM:
MARY C. WICKHAM
COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO PROGRAM:

By: _____
Lynn Katano, Acting Director
Housing Investment & Finance Division

EXHIBIT A LIST OF PROPERTIES

Sound Insulation Project Group 137

Property Owner	Property Address	No. of Units
Jessie Vales	4941 W. 110 th St., Lennox	1
Eli Sarmiento	11029 Condon Ave., Lennox	1
Woodrow W. Murray	1256 W. 97 th St., L.A.	1
Vanessa Wishum	1225-27 W. 102 nd St., Athens	2
Rene J. Lopez	1253 W. 98 th St., Athens	1
Ernesto & Christina Navarro	11037 Larch Ave., Lennox	4
Paul & Janice Longobardi	10612 Cimarron St., Athens	1
Jose Lopez	11038 Burin Ave., Lennox	1
Francisco Nunez	10913-15 S. Grevilla, Lennox	2
Ruben Mendez Chavez	11002 Eastwood Ave., Lennox	1
Joe L. Del Toro	11039 Eastwood Ave., Lennox	1
Kenia Zepeda or Rosa De Leon	11033 Larch Ave., Lennox	4
William Bender	11001 S. Osage Ave., Lennox	2
Salvador Amezcua	11014 Firmona Ave., Lennox	1
Sadie Corona	1146-48 W. 98 th St., Athens	3
Adel Ibrahim or Mike Kamel	11028 Burin Ave., Lennox	4
Vilma Sonia and Christina Campos	1147 W. 98 th St., Lennox	1
Eduardo Alvarez	10105 Dalerose Ave., Lennox	1
Total No. of Units		32

Item	Quantity	Unit	Price	Total
1. Cement	100	kg	1.20	120.00
2. Sand	200	kg	0.80	160.00
3. Aggregate	300	kg	1.50	450.00
4. Labor	10	hr	10.00	100.00
5. Water	50	kg	0.05	2.50
6. Transport	10	km	2.00	20.00
7. Miscellaneous	10	kg	0.10	1.00
Total				753.50



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

